IN THE HIGH COURT OF JUDICATURE FOR RAJASTHAN
BENCH AT JAIPUR

ORDER
IN
S.B. Civil Second Appeal No.354/2006

Smt. Shanti Devi W/o Shri Sri Ram & Others
...defendant-appellant
Versus
Mohan Lal S/o Srawan Lal & Others
...plaintiff-respondents

Date of Order ::: 08.12.2006

Present
Hon'ble Mr. Justice Narendra Kumar Jain

Shri Ghanshyam, appellant no.3, present-in-person,
with Advocate Shri M.M. Ranjan, Counsel for appellants
Shri Mohan Lal, respondent no.1, present-in-person,
with Advocate Shri G.P. Sharma and
Shri Mahesh Chand Gupta, Counsel for all respondents
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By the Court:-

With the consent of learned counsel for both the parties, the present second appeal is being disposed of finally at this stage itself.

Heard learned counsel for the parties.

The plaintiff-respondents filed a suit for eviction in respect of rented property which has been decreed by both the courts below on the ground of personal bona-fide necessity.

Following substantial question of law is involved in this second appeal:-

> “Whether the finding of both the courts below in respect of personal bona-fide necessity of the plaintiff in respect of rented property is legal and based on evidence, or not?”

During the course of arguments, both the parties have entered into a compromise and they have also filed a written application/compromise praying therein for disposal of the second appeal on the terms and conditions mentioned therein. The application/compromise is duly signed by appellant no.3 Ghanshyam, who is in actual occupation of the rented shop, as well as plaintiff-respondent no.1 Mohan Lal, and also the learned counsel for both the parties. In view of the compromise arrived at in between both the parties, it is not necessary to decide the above formulated substantial question of law involved in this second appeal.

Both the parties have agreed to dispose of the present second appeal on the following terms and conditions:-

> 1. The present second appeal will be allowed. The judgment and decree passed by both the courts below will be set-aside and the suit of the plaintiff for eviction will be deemed to have been disposed of in terms of the compromise.
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> 2. The tenant-appellants have agreed to pay the monthly rent of the rented property at the rate of Rs.5500/- (Rupees five-thousand five-

hundred only) with effect from 1st of December, 2006, with a condition to increase the same by five percent every year. The rent shall be paid by the tenant in the Bank Account mentioned in the application.

3. The tenant-appellants have been permitted by landlord to replace the electricity-wire, and to repair the plaster and flooring of the rented shop at his own costs, within a period of three months from today.

4. A copy of the application/compromise dated 8th of December, 2006 will form part of this order.

In the result, the application/compromise filed by both the parties is allowed.

Consequently, the second appeal is allowed and stands disposed of on the terms and conditions of written application/compromise filed in the court and also on the terms and conditions mentioned above. The impugned judgment and decree passed by both the courts below are set aside and the plaintiff's suit is disposed of in above terms as well as terms mentioned in the written-compromise.

There shall be no order as to costs.

A copy of the application/compromise dated 8.12.2006, arrived at in between both the parties, will form part of this order.

(Narendra Kumar Jain) J.

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